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Attorneys for Plaintiff
CURTIS McCAMY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CURTIS McCAMY,)	CASE NO.
)	
Plaintiff,)	
)	
vs.)	SEAMAN'S COMPLAINT FOR
)	PERSONAL INJURIES -
MATSON NAVIGATION COMPANY)	JONES ACT NEGLIGENCE;
and DOES 1-5, <i>in personam</i> , and S/S)	UNSEAWORTHINESS; and
LURLINE, her engines, tackle, apparel,)	<u>MAINTENANCE AND CURE</u>
furniture, and appurtenances, <i>in rem</i> ;)	
)	
Defendants.)	DEMAND FOR JURY TRIAL
)	
<hr/>		[Pursuant to 28 U.S.C. §1916
		Plaintiff is Entitled to File this
		Complaint Without Prepayment
		of Court Filing Fee]

I.

GENERAL ALLEGATIONS

1. Plaintiff CURTIS McCAMY ("Plaintiff") brings and maintains this action based upon the General Maritime Law pursuant to the United States Constitution Article III, Section 2, the Jones Act, 46 U.S.C. §30104, and 28 U.S.C. §1333.

1 2. Plaintiff was at all times herein a seaman within the meaning of the
2 Jones Act and the General Maritime Law. As such, Plaintiff is entitled under the
3 provisions of 28 U.S.C. §1916 to file this Complaint without prepayment of court's
4 filing fee or the posting of a bond.

5 3. Plaintiff is an American citizen. At all times herein mentioned,
6 Plaintiff has resided and continues to reside in Ketchikan, Alaska.
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8 4. At all times herein mentioned, the S/S LURLINE ("the Vessel") was
9 and is a United States flagged vessel afloat upon navigable waters of the United
10 States and/or the high seas. S/S LURLINE is a container ship with a hailing port of
11 Oakland, California. Plaintiff is informed and believes that S/S LURLINE is or will
12 be within the Northern District of California at some time during the pendency of
13 this action.
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15 5. Defendant MATSON NAVIGATION COMPANY is a business entity
16 of unknown form existing under the laws of a state other than California.
17 Defendant MATSON NAVIGATION COMPANY is licensed to do business, does
18 business, and maintains its principal place of business within the State of California
19 and the Northern District of California, and is subject to personal jurisdiction in the
20 Northern District of California.
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22 6. At all times relevant, Defendant MATSON NAVIGATION
23 COMPANY was the legal owner of record of S/S LURLINE. Plaintiff is informed
24 and believes that at the time of his employment aboard this Vessel, it was managed,
25 crewed, maintained, controlled, outfitted and navigated by one or all of Defendants
26 MATSON NAVIGATION COMPANY and DOES 1-5, inclusive.
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FIRST CLAIM FOR RELIEF

**(For Jones Act Negligence Against Defendants MATSON NAVIGATION
COMPANY and DOES 1-5, inclusive)**

11. Plaintiff refers to and by that reference incorporates as though fully set forth herein each and every allegation contained in paragraphs 1 through 10, above.

12. Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, owed Plaintiff a duty to use reasonable care in all aspects of the employment relationship between them and, among other things, to provide Plaintiff with a reasonably safe place to work.

13. Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, breached this duty of care in a number of ways, including, but not limited to, the following:

(a) Failing to maintain safe walking surfaces and mark tripping/falling hazards aboard the S/S LURLINE;

(b) Requiring Plaintiff to work in an unsafe area;

(c) Failing to perform proper job hazard analyses and to institute special procedures for the walking surfaces aboard the Vessel and identifying tripping/falling hazards and marking them;

(d) Failing to exercise ordinary care under the circumstances to have the vessel's training, equipment and work methods in such a condition that Plaintiff would be able to perform his duties with reasonable safety;

(e) Failing to abide by safety laws, regulations, statutes and customs and

practice necessary for safety at sea;

(f) Failing to provide adequate crew to perform the required tasks; and

(g) Failing to provide Plaintiff with a safe place to work.

14. As a result of the aforesaid negligent acts and omissions, among others, Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, breached the duty of care they owed to Plaintiff.

15. As a legal result of such negligence on the part of Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, Plaintiff has sustained physical and emotional injuries.

16. As a further legal result of the negligence of Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, Plaintiff has sustained and will continue to sustain economic damages, including without limitation, past and future medical expenses and past and future loss of earnings and benefits, all of which will be established at trial according to proof.

17. As a further legal result of the negligence of Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, Plaintiff has incurred and will in the future incur non-economic damages, including physical and emotional pain and suffering, all of which will be established at trial according to proof.

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III.

SECOND CLAIM FOR RELIEF

(For Breach of the Warranty of Seaworthiness *In Personam* Against Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, and *In Rem* Against S/S LURLINE)

18. Plaintiff refers to and by that reference incorporates as though fully set forth herein each and every allegation contained in paragraphs 1 through 17, above.

19. At all times herein relevant, Plaintiff was acting in the service of S/S LURLINE performing duties of the type traditionally performed by a seaman and whose presence was necessary for the operation of the Vessel.

20. By the provisions of the General Maritime Law of the United States, Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, by and through their agents, employees and servants, warranted to Plaintiff that S/S LURLINE, and her decks, gear, passageways, equipment, appurtenances, tools, crew members, training, work methods and work environments were seaworthy and in compliance with applicable laws, statutes, standards and regulations enacted for the safety of the crew.

21. As alleged herein, S/S LURLINE, her decks, lines, gear, passageways, equipment, appurtenances, tools, crew members, training, work methods and work environments were not seaworthy and were not in compliance with applicable laws, statutes, standards and regulations enacted for the safety of the crew. Defendants MATSON NAVIGATION COMPANY, DOES 1-5, and the S/S LURLINE inclusive, violated and breached the warranty of seaworthiness owed Plaintiff in the following respects, among others:

1 (a) Failing to maintain safe walking surfaces and mark tripping/falling
2 hazards aboard the S/S LURLINE;

3 (b) Requiring Plaintiff to work in an unsafe area;

4
5 (c) Failing to perform proper job hazard analyses and to institute special
6 procedures for the walking surfaces aboard the Vessel and identifying
7 tripping/falling hazards and marking them;

8 (d) Failing to have the vessel's training, equipment and work methods in
9 such a condition that Plaintiff would be able to perform his duties with reasonable
10 safety;

11
12 (e) Failing to abide by safety laws, regulations, statutes and customs and
13 practice necessary for safety at sea;

14 (f) Failing to provide adequate crew to perform the required tasks; and

15 (g) Failing to provide Plaintiff with a safe place to work.

16
17 As a legal result of these breaches, Plaintiff sustained physical and emotional
18 injuries.

19
20 22. As a further legal result of Defendants' breaches, Plaintiff has
21 sustained and will continue to sustain economic damages, including without
22 limitation, past and future medical expenses and past and future loss of earnings and
23 benefits, all of which will be established at trial according to proof. As a further
24 legal result of Defendants' breaches, Plaintiff has incurred and will in the future
25 incur non-economic damages, including physical and emotional pain and suffering,
26 all of which will be established at trial according to proof.
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23. Plaintiff has and is asserting herein a maritime lien and an *in rem* claim against S/S LURLINE for all of the above described economic and non-economic damages caused by the unseaworthiness of S/S LURLINE.

IV.

THIRD CLAIM FOR RELIEF

(For Maintenance and Cure *In Personam* Against Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, and *In Rem* Against S/S LURLINE)

24. Plaintiff refers to and by that reference incorporates as though fully set forth herein each and every allegation contained in paragraphs 1 through 23, above.

25. According to the General Maritime Law, when a seaman becomes ill or injured while in the service of a vessel, the employer is liable *in personam* and the Vessel itself is liable *in rem* to provide the seaman with all reasonable medical care (“cure”) and pay to the seaman a reasonable rate of daily financial maintenance sufficient to cover his room and board (“maintenance”) from the date of his illness or injury until he reaches “maximum cure.”

26. Plaintiff was discharged from S/S LURLINE on or about January 19, 2012, due to his injuries. Defendants MATSON NAVIGATION COMPANY and DOES 1-5, inclusive, *in personam*, and the Vessel itself *in rem* are legally required to furnish Plaintiff with all maintenance and cure to which he is entitled under the General Maritime Law for and during his curative treatments relating to these injuries.

28. Plaintiff is entitled to recover from Defendants any and all past

1 maintenance and cure unpaid and owing at the time of trial.

2 29. Plaintiff also has and is asserting herein a maritime lien and an *in rem*
3 claim against S/S LURLINE for all unpaid maintenance and cure.
4

5 V.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays judgment against Defendants, and each of
8 them, as follows:
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10 1. That process in due form of law, according to the practices of this
11 Honorable Court in causes of admiralty and maritime jurisprudence, may issue
12 against S/S LURLINE, her engines, tackle, apparel, appurtenances, etc., and that all
13 persons having or claiming any interest therein be cited to appear and answer, under
14 oath, all and singular, the matters alleged herein; that Plaintiff have a judgment for
15 his damages aforesaid, with interest and costs; and that, if necessary, S/S LURLINE
16 be arrested and sold to satisfy Plaintiff's judgment;
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18 2. That process in due form of law according to the practice of this
19 Honorable Court issue against the *in personam* Defendants, citing them to appear
20 and answer all and singular the matters aforesaid;
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22 3. That Plaintiff have judgment for his past and future economic damages
23 in amounts according to proof at trial;

24 4. That Plaintiff may have judgment for his past and future non-economic
25 damages in amounts according to proof at trial;
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27 5. That Plaintiff be awarded prejudgment interest on the amounts of the
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1 damages awarded;

2 6. That Plaintiff be awarded any maintenance and cure unpaid and owing
3 at and through the time of trial in amounts necessary to make him whole according
4 to proof;

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6 7. That Plaintiff recover his unearned wages;

7 8. For costs of suit herein; and

8 9. For such other and further relief as this Honorable Court deems just and
9 proper.
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11 DATED: January 16, 2015 Respectfully submitted,

12 BRODSKY MICKLOW BULL & WEISS LLP
13

14 By: /S/ Edward M. Bull III
15 Edward M. Bull III

16 Attorneys for Plaintiff
17 CURTIS McCAMY

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24 **VI.**

25 **DEMAND FOR JURY TRIAL**

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27 Plaintiff hereby demands a trial by jury.
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1 DATED: January 16, 2015

Respectfully submitted,

2 BRODSKY MICKLOW BULL & WEISS LLP

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4 By: /S/ Edward M. Bull III
Edward M. Bull III

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6 Attorneys for Plaintiff
CURTIS McCAMY
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